

IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF NEBRASKA

JIM DAWS TRUCKING, LLC,

Plaintiff,

v.

DAWS, INC., JAMES R. DAWS, LANA  
R. DAWS, DAWS TRUCKING, INC., and  
COLUMBUS TRANSPORTATION &  
LOGISTICS, LLC,

Defendants.

CASE NO. 4:24-CV-3177

**DECLARATION OF**  
**RONALD V. LANDOLL**

I, Ronald V. Landoll, hereby declare as follows:

1. I am above the age of 19, and I am competent to testify. I have personal knowledge of all facts set forth herein.
2. I am a commercial truck driver who has driven trucks since May 1985.
3. I have known Jim Daws for 11 years.
4. Before 2022, I was an employee of Daws, Inc. and I drove trucks for Daws, Inc. under the general name "Daws Trucking." At this time I have received my W2 for 2024 which was issued by TLC the company providing human resource services for Daws Trucking.
5. While I do not know the details, it is my understanding that at some point in 2022, Jim Daws sold his business Daws Trucking to Rick Fernandez.
6. I have been employed with Daws Trucking since approximately October of 2013.
7. I have never resigned as an employee or independent contractor of Jim Daws Trucking.
8. On or about February 5, 2021, I was working for Daws Trucking and fell off a trailer in icy conditions resulting me shattering my left knee. On or about June 2021, I returned to full time work with Daws Trucking.

9. On or about the end of June 2024, I slipped on loose dirt hauling a load to Texas and I re-injured my left knee as a result. Since that time my role has been adjusted to light duty.

10. I do not consider myself to currently be employed by Daws Trucking.

11. I have been informed that Daws Trucking served an interrogatory answer in this lawsuit identifying me as an employee who "quit" my employment with Daws Trucking. That statement is false. I never quit. Had the company not been taken over, I would have returned to work for Jim.

12. Since October 1, 2024, I attempted to contact Daws Trucking to inquire about my status as an employee on numerous occasions. Daws Trucking has not returned my calls.

13. On or about November 22, 2024 I received a phone call from a lady named Gloria informing me that I had been on light duty for too long and would be losing my health insurance through Daws Trucking. She claimed that I needed to pay the outstanding monthly premiums from June 2024 through November 2024. I told her that I could not afford that amount and she agreed to waive it. Gloria then told me that I would no longer have insurance coverage moving forward and would be receiving COBRA paperwork shortly.

14. When I received COBRA paperwork on or about December 2, 2024, I learned that my position had been terminated.

15. After the ownership change of Daws Trucking, Jim Daws remained involved in the operation of Daws Trucking. With few exceptions, from my perspective Daws Trucking continued to operate the way it always had.

16. Both before and after the change in ownership took place and until Jim Daws left employment with Daws Trucking, Daws Trucking typically assigned loads to me through a dispatcher.

17. Since October 1, 2024, no one from Daws Trucking has contacted me to haul any load on behalf of Daws Trucking.

18. Based on my experience, Daws Trucking operated a specialty flat-bed or open deck hauling company. It only operated flatbed trailers and did not operate dry vans, tankers, or refrigerated (reefer) trailers or any other type of trailer other than flatbeds.



19. I was aware that a "changeover" had taken place with Daws Trucking sometime around the end of September 2024.

20. Except for the announcement of the sale in 2022, Jim Daws never spoke to me about having any plans to leave.

21. I did not meet with Jim Daws on August 23, 2024 behind closed doors or otherwise.

22. At no point has Jim Daws, or anyone on his behalf, ever encouraged me, implied, or requested that I quit working for Daws Trucking.

23. I am not aware of anyone who Jim Daws has encouraged to quit working for Daws Trucking.

24. At no time since the change of ownership of Daws Trucking has Jim Daws, or anyone on his behalf, ever asked me to work for any company owned by or affiliated with Jim Daws.

25. I am not aware of any driver who Jim Daws has encouraged to work for any company owned by or affiliated with Jim Daws.

26. I am not aware that since he left employment with Daws Trucking that Jim Daws is operating any other trucking business.

27. Since June 24, 2024, I have not hauled any load for Jim Daws or any of his affiliated companies.

28. I am not aware of any situation in which Jim Daws interfered with the customers of Daws Trucking.

29. I am not aware of any situation in which Jim Daws interfered with the operations of Daws. From my experience, after May 2022, things continued to operate as they had before. It was only after the "changeover" in September 2024 that things changed and I no longer received calls from Daws Trucking.

I declare, under penalty of perjury, that the foregoing declaration, executed on the 22<sup>ND</sup> day of JANUARY, 2025, at Bastrop, Texas, is true and correct.

  
\_\_\_\_\_  
Ronald V. Landoll